

may file a Notice of Termination of the Stay with a certificate of service on the debtor, non-filing Co-Debtor Edgar Solis and the debtor's lawyer. The Notice of Termination terminates the automatic stay to permit Ally Bank to exercise its in rem rights under non-bankruptcy law in the collateral, one 2018 Nissan Pathfinder Utility 4D SV 4WD 3.5L V6, VIN 5N1DR2MM4JC644662, effective on the date it is filed.

5. Attorney's fees in the amount of \$175.00 and costs in the amount of \$188.00 are allowed.

/s/ Michelle E. Mandroiu
Attorney for Debtor

/s/ James M. Philbrick
Attorney for Ally Bank

Enter:



Honorable David D. Cleary

United States Bankruptcy Judge

Dated: November 20, 2023

Prepared by:

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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Eastern Division

In Re:)	BK No.: 23-05479
Viviana Diaz)	
)	
)	Chapter: 13
)	Honorable David D. Cleary
)	
Debtor(s))	

AGREED ORDER RESOLVING MOTION FOR RELIEF FROM STAY AND CO-DEBTOR STAY

This matter coming to be heard on the motion of Ally Bank for Relief from Stay and Co-Debtor Stay, IT IS HEREBY ORDERED:

1. Pursuant to the Motor Vehicle Retail Installment Contract, Debtor shall make monthly payments in the amount of \$528.91 directly to Ally Bank, continuing with the December 01, 2023 post-petition payment.

2. In addition to the current monthly contract payment, Debtor must submit to Ally Bank the sum of \$250.00 on or before the fifteenth day of each month beginning December 2023 through and including April 2024, and then the sum of \$139.45 on or before the fifteenth day of May 2024, to cure the post-petition default as follows:

Post-Petition Arrears	\$1,000.00
Filing Fee	\$188.00
Attorney Fee	\$175.00
Late Charges	\$26.45
Total	\$1,389.45

*Repayment over six months

3. If Ally Bank does not receive any two payments required under Paragraphs 1 or 2 by the date due, Ally Bank may issue a Notice of the Default stating the amount of the default and giving the debtor 14 days to cure the default. The Notice of Default must be filed with the court with a certificate of service on the debtor, non-filing Co-Debtor Edgar Solis and the debtor's lawyer. If the debtor does not cure the default by 14 days from the filing date of the Notice of Default, then Ally Bank may file a Notice of Termination of the Stay with a certificate of service on the debtor, non-filing Co-Debtor Edgar Solis and the debtor's lawyer. The Notice of Termination terminates the automatic stay to permit Ally Bank to exercise its in rem rights under non-bankruptcy law in the collateral, one 2018 Nissan Pathfinder Utility 4D SV 4WD 3.5L V6, VIN 5N1DR2MM4JC644662, effective on the date it is filed.

4. If Ally Bank does not receive proof of full coverage insurance pursuant Ally Bank may issue a Notice of the Default stating that the debtor has 7 days to provide Ally Bank with proof of full coverage insurance on the aforesaid vehicle. The Notice of Default must be filed with the court with a certificate of service on the debtor, non-filing Co-Debtor Edgar Solis and the debtor's lawyer. If the debtor does not cure the default by 7 days from the filing date of the Notice of Default, then Ally Bank